

EXHIBIT E

THIS JOINT VENTURE AGREEMENT

made this

April 1

, 1997

BETWEEN:

AND:

CAPITAL ASSETS PROPERTY MANAGEMENT &
INVESTMENT CO., L.L.C. (Hereinafter "Capital Assets")
10 WEST BERGEN PLACE, SUITE 201
RED BANK, NEW JERSEY 07701

WITNESSETH THAT the parties wish to enter into a form of Joint
venture to be known as,

and CAPITAL ASSETS, a Joint

Venture, (also designated herein as the "Business"), and to be located at:

10 WEST BERGEN PLACE, SUITE 201

RED BANK, NEW JERSEY 07701

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The function of Capital Assets and its contribution to the Joint Venture is to manage, improve, maintain and rent real property in the State of New Jersey as per this agreement. The function and contribution of [redacted] is to contribute his good name and credit to the Joint Venture.
2. The parties recognize that all data of the business and any other information are the property of the partnership and may be confidential in nature. This information will not be disclosed to the public indiscriminately.
3. The parties shall divide the profits (or losses) of the business in the following proportion or ratio:

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CAPITAL ASSETS

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Capital Assets 60%

40%

The same ratio shall specifically be reflected in all deeds and other evidence of title; i.e., Capital Assets as to a 60% interest and _____ as to a 40% interest, pursuant to agreement dated April 1, 1997 and designated as _____ and

CAPITAL ASSETS, a Joint Venture

4. In the event that either party wishes to buy out the interest of the other party on any particular property, the same 60-40 ratio shall be used to determine the value. However, Capital Assets shall have the sole right to retain a licensed appraiser for the purpose of setting the value.

5. The parties understand that Capital Assets shall have total control of all properties, including the absolute right to obtain financing, and to determine what properties are bought and sold, for what price, and under what terms and conditions. They shall cooperate with each other in order to further the purposes of the Joint Venture.

6. _____ shall have the right to attend all closings where property is being purchased and receive a minimum of \$1,000.00 per transaction from Capital Assets for a minimum of four (4) closings.

7. None of the parties hereto shall sell, convey, pledge, encumber or assign their interest in the Joint Venture to any other person or entity.

8. By separate instrument of even date herewith, _____ shall execute a durable POWER OF ATTORNEY to Capital Assets giving the latter full authority to sell any property and to sign any deeds or other papers consistent with the terms of the within agreement.

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10. This agreement shall take effect on the date first above written.

IN WITNESS WHEREOF the parties have signed this agreement on the indicated date.

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